

2.2 Article III of the Listing Agreement is hereby amended by inserting new Sections 3.4 and 3.5 thereto as follows:

3.4 *Information Pages.* Within the state of Michigan only, for Directories which include MFS' Subscribers Listings or Resale Listings, upon request of MFS, Publisher will include in any existing "Information Pages" or comparable section of its Directories, listings provided by MFS for MFS' installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for Ameritech Michigan and other LECs. The charge, if any, for listing of such information will be calculated on the same basis as the charges, if any, paid by Ameritech Michigan for similar listings.

3.5 *White Pages Distribution.* Within the state of Michigan, Publisher shall provide Initial Delivery and Secondary Delivery of an appropriate White Pages Directory to Resale Subscribers on the same basis (including rates, if any) as Publisher delivers White Pages Directories to Ameritech Michigan's retail subscribers. As of the date of this Agreement, Publisher does not charge Ameritech Michigan for such Initial Delivery and Secondary Delivery. Publisher and MFS may enter into a separate directory services agreement which, among the services provided, would include the delivery of White Pages Directories to facilities-based Subscribers of MFS in the state of Michigan.

3.0 NO CONFLICT.

The Parties expressly acknowledge that the rates, terms and conditions of the Listing Agreement, as amended hereby, shall supersede any existing arrangements of the Parties and, in the event of any conflict between the rates, terms and conditions of the Listing Agreement and any existing arrangement, the rates, terms and conditions of the Listing Agreement, as amended, shall prevail.

4.0 MISCELLANEOUS.

4.1 The Listing Agreement, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Listing Agreement. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered

concurrently with or after the execution and delivery of this Amendment may refer to the "Listing and Directory Services Agreement" or may identify such Listing Agreement in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

4.2 This Amendment shall be deemed to be a contract made under and governed by the domestic laws of the State of Michigan, without reference to conflict of law provisions.

4.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this ____ day of December, 1996.

MPS INTELENET, INC.

AMHRITECH ADVERTISING SERVICES

By: _____
Printed: _____
Title: _____

By: William T. Champion II
Printed: WILLIAM T. CHAMPION II
Title: VICE PRESIDENT

concurrently with or after the execution and delivery of this Amendment may refer to the "Listing and Directory Services Agreement" or may identify such Listing Agreement in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

4.2 This Amendment shall be deemed to be a contract made under and governed by the domestic laws of the State of Michigan, without reference to conflict of law provisions.

4.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this 30th day of December, 1996.

MFS INTELENET, INC.

AMERITECH ADVERTISING SERVICES

By: Alex J. Harris
Printed: Alex J. Harris
Title: Vice President Regulatory

By: _____
Printed: _____
Title: _____

Exhibit B
Case No. U-11098

FIRST AMENDMENT TO
DIRECTORY ASSISTANCE SERVICES AGREEMENT

Dated September 5, 1996

FIRST AMENDMENT TO DIRECTORY ASSISTANCE SERVICES AGREEMENT

This First Amendment (the "Amendment") to Directory Assistance Services Agreement is effective as of the 5th day of September, 1996 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 N. Orleans, Third Floor, Chicago, Illinois 60654, on behalf of and as agent for Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio and Ameritech Wisconsin (collectively referred to herein as "Ameritech") and MFS Intelenet, Inc., a Delaware corporation with offices at 1 Tower Lane, 27th Floor, Oakbrook Terrace, Illinois 60181, on behalf of and as an agent for MFS Intelenet of Illinois, Inc., MFS Intelenet of Indiana, Inc., MFS Intelenet of Michigan, Inc., MFS Intelenet of Ohio, Inc. and MFS Intelenet of Wisconsin, Inc. (collectively referred to herein as "MFS")

WHEREAS, Ameritech and MFS are parties to that certain Directory Assistance Services Agreement dated March 13, 1996 (the "DA Agreement") which sets forth the respective obligations of the Parties and the terms and conditions under which Ameritech provides to MFS Directory Assistance services.

WHEREAS, the Parties have agreed that the DA Agreement be amended to provide for certain terms and conditions which address the opinion of the Michigan Public Service Commission in Case No. U-11098, and have entered into this Amendment to set forth such terms and conditions.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MFS and Ameritech hereby agree as follows:

1.0 DEFINITIONS.

Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the DA Agreement.

2.0 AMENDMENTS TO THE DA AGREEMENT

On and from the Effective Date, the DA Agreement is hereby amended as follows:

Exhibit A of the DA Agreement is hereby amended by deleting the reference to "\$.26 per occurrence" set forth in "B. Contract Rates and Applications - 1. Home NPA Directory Assistance" therefrom and substituting the following in lieu thereof:

the lesser of (i) the applicable rate set forth in F.C.C. No. 2, Section 9 (or any successor provision) and (ii) \$0.26 per occurrence

3.0 MISCELLANEOUS.

3.1 The DA Agreement, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the DA Agreement. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Directory Assistance Services Agreement" or may identify such Directory Assistance Services Agreement in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under and governed by the domestic laws of the State of Michigan without reference to conflict of law provisions.


3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this 5TH day of September, 1996.

MFS INTELENET, INC.

AMERITECH INFORMATION INDUSTRY
SERVICES, A DIVISION OF AMERITECH
SERVICES, INC.

By: _____
Printed: _____
Title: _____

By: 
Printed: NEIL E. COX
Title: PRESIDENT

on behalf of and as agent for
MFS Intelenet of Illinois, Inc.,
MFS Intelenet of Indiana, Inc.,
MFS Intelenet of Michigan, Inc.,
MFS Intelenet of Ohio, Inc. and
MFS Intelenet of Wisconsin, Inc.

on behalf of and as agent for Ameritech
Illinois, Ameritech Indiana, Ameritech
Michigan, Ameritech Ohio and Ameritech
Wisconsin

the lesser of (i) the applicable rate set forth in F.C.C. No. 2, Section 9 (or any successor provision) and (ii) \$0.26 per occurrence

3.0 MISCELLANEOUS.

3.1 The DA Agreement, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the DA Agreement. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Directory Assistance Services Agreement" or may identify such Directory Assistance Services Agreement in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under and governed by the domestic laws of the State of Michigan without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this 5TH day of September, 1996.

MFS INTELENET, INC.

AMERITECH INFORMATION INDUSTRY
SERVICES, A DIVISION OF AMERITECH
SERVICES, INC.

By: Alex J. Harris
Printed: Alex J. Harris
Title: Vice President Regulatory Affairs

By: _____
Printed: _____
Title: _____

on behalf of and as agent for
MFS Intelenet of Illinois, Inc.,
MFS Intelenet of Indiana, Inc.,
MFS Intelenet of Michigan, Inc.,
MFS Intelenet of Ohio, Inc. and
MFS Intelenet of Wisconsin, Inc.

on behalf of and as agent for Ameritech
Illinois, Ameritech Indiana, Ameritech
Michigan, Ameritech Ohio and Ameritech
Wisconsin

Exhibit E
Case No. U-11098

LISTING AND DIRECTORY SERVICES AGREEMENT BETWEEN
AMERITECH ADVERTISING SERVICES AND
MFS INTELENET, INC.

Dated May 17, 1996

**LISTING AND DIRECTORY SERVICES AGREEMENT
BETWEEN
AMERITECH ADVERTISING SERVICES AND MFS INTELENET, INC.**

AGREEMENT made this 17th day of May, 1996 between Ameritech advertising services ("Publisher"), a Delaware corporation with principal offices at 100 East Big Beaver Road, Troy, Michigan 48083, and MFS Intelenet, Inc. ("MFS"), a Delaware corporation with principal offices at 999 Oakmont Plaza Drive, Suite 400, Westmont Illinois 60559.

WHEREAS, Publisher is in the business of publishing and distributing Directories and other information products and services, and desires to acquire certain data and services from MFS in connection therewith; and

WHEREAS, Publisher is willing to provide certain services to MFS in connection with the Publication and distribution of Directories to Subscribers;

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

**ARTICLE I
DEFINITIONS**

As used in this Agreement,

- 1.1 "Agreement" shall mean this agreement between MFS and Publisher;
- 1.2 "Directories" shall mean compilations of Subscriber Listings, Listing Updates and other printed or electronic information products.
- 1.3 "Directory Assistance Database" shall mean Ameritech's collection of subscriber information by listing type, including name, address and telephone number.
- 1.4 "Listing Update(s)" shall include information with respect to Subscribers necessary for Publisher to Publish Directories under this Agreement, as

depicted in Exhibit A and in the form of Exhibit B or such other form and format as the parties may agree.

- 1.5 "Local Exchange Carrier" or "LEC" shall mean a certified local exchange carrier, including Ameritech.
- 1.6 "Local Exchange Service" shall mean local switched telephone service originated through MFS' telecommunication facilities.
- 1.7 "Person" shall mean any individual, association, partnership, corporation or other legally recognized entity.
- 1.8 "Primary Listing" shall mean the single directory listing provided to Subscribers by Publisher under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available line among a series of lines shall be considered a single Subscriber entitled to a single primary listing.
- 1.9 "Publish" or "Publication" shall mean selling, advertising, compiling, composing and producing Directories, promoting use, handling claims, packaging, distribution, transportation, determining product content, design, scoping, pricing and all other matters relating to the manufacture, marketing, sale and distribution of Directories.
- 1.10 "Resale Listing(s)" shall mean a list containing the names, the telephone numbers, addresses and zip codes of Resale Subscribers within the defined geographic area, except to the extent such Resale Subscribers have requested not to be listed in a Directory.
- 1.11 "Resale Local Exchange Service" shall mean local switched telephone service sold by MFS and provided through the telecommunication facilities of the Ameritech LEC.
- 1.12 "Resale Subscribers" shall mean any Person who contracts with MFS or its agents for Resale Local Exchange Service by MFS.

- 1.13 "Subscriber(s)" shall mean any Person who contracts with MFS or its agents for Local Exchange Service by MFS.
- 1.14 "Subscriber Listing(s)" shall mean a list containing the names, the telephone numbers, addresses and zip codes of Subscribers within a defined geographical area, except to the extent such Subscribers have requested not to be listed in a Directory.
- 1.15 "White Pages Directories" shall mean Directories or the portion of co-bound Directories which include a list in alphabetical order by name of the telephone numbers and addresses of telecommunication company subscribers.

ARTICLE II PROVISION OF LISTING AND LISTING UPDATES

MFS will provide Subscriber Listings and Listing Updates to Publisher on a non-exclusive basis as follows:

- 2.1 *Subscriber Listings.* MFS shall provide its Subscriber Listings to Publisher substantially in form and format as depicted on Exhibits A and B.
- 2.2 *Listing Updates.* Within one business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance Database or the Directory listing of a Subscriber, MFS shall provide Listing Updates to Publisher in accordance with Exhibit B or another mutually acceptable format.
- 2.3 *Mechanized Interface.* The parties will cooperate to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of MFS Listing Updates to Publisher.
- 2.4 *Use Restrictions.* Publisher may sell or license the use of Subscriber Listings, Resale Listings or Listing Updates to third parties without the prior written consent of MFS; provided, however, that Publisher will not

- i. disclose non-listed or non-published name and address information to any third party, except as may be necessary to undertake Initial Delivery or Subsequent Delivery of Directories, or to perform other services contemplated under this Agreement;
- ii. disclose to any third party the identity of a subscriber's or resale subscriber's LEC;
- iii. sell or license such customer listing information sorted by carrier.

2.5 *Resale Listings.* MFS shall provide its Resale Listings for inclusion in White Pages Directories to the Ameritech LEC as part of MFS' purchase of Resale Local Exchange Service in a form and format as may be required by the Ameritech LEC.

ARTICLE III DIRECTORY PUBLICATION AND LISTING SERVICES

3.1 *White Pages Publication.* Publisher shall include Subscriber Listings and Resale Listings in its White Pages Directories under the following terms and conditions:

3.1.1 Publisher shall Publish the Primary Listing of Subscribers and Resale Subscribers located within the geographic scope of Publisher's Directories at no charge to Subscribers or Resale Subscribers.

3.1.2 Listings of Subscribers and Resale Subscribers will be interfiled with listings of subscribers of Ameritech and other LECs serving the same geographic area where such listings are included within a Directory.

3.1.3 Upon reasonable request, Publisher shall provide MFS with copies of such listings prior to Publication in such form and format as may be mutually agreed to by the parties. Both parties shall use their best efforts to ensure the accurate listing of such information.

- 3.1.4 **Publisher must receive all Subscriber Listings and Resale Subscriber** prior to the service order close date for the Directory in which those listings are to appear. Publisher will provide MFS with appropriate service order close dates within thirty (30) days of this information becoming available, or at least six (6) months prior to such service order close dates, whichever period shall be longer.
- 3.2 **Other Directories.** Publisher may include, at no charge, Subscriber Listings and Resale Listings in other Directories published by Publisher or its affiliate.
- 3.3 **Consideration.** Publisher shall include the Primary Listings of Subscribers and Resale Subscribers in its White Pages Directories at no charge.

ARTICLE IV DIRECTORY ASSISTANCE DATABASE SERVICES

- 4.1 **Inclusion in Directory Assistance Database.** Publisher shall forward all Subscriber Listings and Listing Updates to Ameritech for inclusion in the Ameritech Directory Assistance Database. The terms and conditions under which such information is included in the Directory Assistance Database are set forth in a separate agreement between Ameritech and MFS.
- 4.2 **Accuracy.** Both parties shall use their best efforts to ensure the accurate listing of such information in the Directory Assistance Database.

ARTICLE V OTHER TERMS AND CONDITIONS

- 5.1 **Mutual Indemnity.** Except as otherwise provided in this Agreement, each party (the "Indemnitor") shall defend and indemnify the other (the "Indemnitee") from any and all claims, demands, suits or damages (including reasonable attorney fees), whether based on contract or tort, arising out of or in connection with the performance of its obligations under this Agreement, unless caused by the negligence or willful acts of the Indemnitee. In no event shall either party be

liable for any incidental, punitive, special, or consequential damages or lost profits incurred or alleged to have been incurred by anyone.

5.1.1 It is understood that either party may have tariffs or contracts that limit its liability for any errors or omissions in the performance of the obligations under this Agreement, and to the extent the terms of such tariffs or contracts are enforceable, such terms shall be applicable.

5.1.2 The parties shall provide to each other any assistance reasonably required to defend any claim, demand, suit or complaint involving Directories published under this Agreement.

5.2 **Subcontracting.** Publisher shall have full power and authority to enter into contracts with third parties to perform the services to be provided by it under this Agreement. Upon notice from Publisher, MFS agrees to cooperate with such third parties to the extent reasonably requested by Publisher. Nothing in this Paragraph shall relieve Publisher of its obligations to MFS under this Agreement, except as expressly agreed in writing by MFS.

5.3 **Other Business; No interest Created.** Except as otherwise specifically provided in this Agreement, nothing contained herein shall be deemed to limit or restrict either party in the conduct of its business, nor shall anything in this Agreement be deemed to create any interest in favor of MFS or Publisher in the assets, revenues, earnings or otherwise in the business of the other.

5.4 **Use of Name, Marks.** Publisher may use MFS's name and trademark for the limited purpose of publishing Directories in accordance with the terms of this Agreement. Publisher shall notify MFS prior to any such Publication and MFS shall review and approve of the use of its name and trademark in accordance with Paragraph 5.18. Nothing in this Agreement shall obligate Publisher to use MFS's name or trademarks on its Directories, nor shall anything in this Agreement preclude Publisher from using the names or trademarks of any other telecommunications providers in connection with publishing Directories or providing other products or services.

- 5.5 **Notices.** All notices or other communications under this Agreement shall be in writing and shall be deemed to have been given if mailed first class postage prepaid by United States mail, overnight express mail, personal delivery, telegram, telex or facsimile.

5.5.1 Notices to MFS shall be given to:

MFS Intelenet, Inc.
999 Oakmont Plaza Drive, Suite 400
Westmont, Illinois 60559
Attn: Director Regulatory Affairs - Central Region
Fax No: (708) 203-2525

5.5.2 Notices to Publisher shall be given to:

Ameritech advertising services
100 E. Big Beaver Road, Suite 1300
Troy, Michigan 48083
Attention: Director - Competitive Telecommunications Services
Fax No: (810) 524-7227

or at such other address as either party may hereafter designate by written notice.

- 5.6 **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties, and their respective successors and assigns.
- 5.7 **Governing Law.** This Agreement shall be governed by and construed under and in accordance with the laws of the state where the services giving rise to the dispute have been performed.
- 5.8 **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement, and supersedes any prior agreements, between the parties with respect to the subject matter hereof, including those portions of the Interim Agreement for Operator Services, dated June 7, 1995, between Illinois Bell Telephone Company and MFS Intelenet of Illinois, Inc. with respect to white and yellow page listings. There are no other understandings, representations or warranties, oral or written, relating to the subject matter. This Agreement may not be amended except by a written instrument executed by both parties.

- 5.9 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance is held to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected, and the Agreement shall be enforced to the greatest extent permitted by law.
- 5.10 **Compliance with Legal and Regulatory Requirements.** In providing services under this Agreement, the parties shall comply with all legal and regulatory requirements relating to the production, Publication, promotion and distribution of Directories and the provision of listings, the Information Pages or other Subscriber information, including, without limitation, any rules, regulations or orders of the Federal Communications Commission, the United States District Court for the District of Columbia and any other local, state or federal regulatory authority with jurisdiction hereof. Each party shall notify the other of any legal or regulatory requirements imposed on such party that may affect the performance of this Agreement.
- 5.11 **Headings.** The headings in this Agreement are for convenience only and are not a part of this Agreement.
- 5.12 **Term and Termination.** This Agreement shall be effective on the execution date hereof and shall apply to all Directories published with a service order close date on or after that date. This Agreement shall terminate five (5) years after such execution date unless earlier terminated or extended as provided in this Agreement.
- 5.12.1 This Agreement shall be automatically renewed from year to year unless either party gives written notice of termination at least six (6) months in advance of the original or any renewal termination date.
- 5.12.2 This Agreement may be terminated by either party in the event the other party materially breaches its obligations under the Agreement, provided, however, that written notice of the breach is provided not less

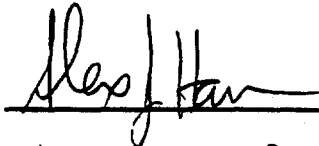
that ninety (90) days prior to termination and the other party fails to cure the breach within sixty (60) days of notice of breach.

- 5.13 *Confidentiality.* The terms of this Agreement shall be kept confidential and shall not be disclosed to any third party, including Ameritech's local exchange operations, without the prior written consent of the parties, except as may be necessary to perform under or enforce this Agreement, or to comply with the terms of a subpoena, or other legal process or order. If either party provides confidential information, the receiving party shall protect the confidential information from disclosure to third parties, including Ameritech's local exchange operations, with the same degree of care afforded its own confidential and proprietary information, except that neither party shall be required to hold confidential any information which becomes publicly available other than by breach of this Agreement, which is required to be disclosed by a governmental or judicial order, which is required to be disclosed by statute, which is independently developed by the receiving party or which becomes available to the receiving party without restriction from a third party. All Subscriber Listings and Listing Updates shall be deemed confidential information for purposes of this Agreement. These obligations shall survive expiration or termination of this Agreement.
- 5.14 *Surviving Obligations.* Obligations of the parties which by their nature are continuing shall survive the expiration or termination of this Agreement.
- 5.15 *Force Majeure.* Neither party shall be held liable for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, inability to secure material or transportation facilities, act or omission of carriers or other similar event beyond its control. Upon occurrence of such an event under this Paragraph, the party whose performance is affected shall give immediate notice to the other party, which shall then have the option of suspending this Agreement for the duration of the event.

- 5.16 **No Third Party Rights.** The provisions of this Agreement are intended solely for the benefit of the parties to this Agreement, and no third-party beneficiary or other rights are created in favor of any other Person or entity.
- 5.17 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original.
- 5.18 **Verification.** Prior to any Publication, Publisher shall deliver to MFS pages of such Directory reflecting and describing Publisher's proposed use of MFS' name and trademark. All such Directory pages shall be subject to MFS' review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Publisher acknowledges and agrees that it shall not be unreasonable for MFS to withhold its approval where Publisher's use of such information would violate the terms of this Agreement. If MFS shall fail to approve or disapprove of such Directory pages within five (5) days after delivery to MFS, such pages shall be deemed approved by MFS.
- 5.19 **Assignment.** Neither party may assign or otherwise transfer this Agreement or the rights herein granted without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, each party shall not be required to obtain the consent of the other for an assignment or transfer to any affiliate, any purchaser of all or substantially all of the assets, or any Person with which or into which such party may merge or consolidate.
- 5.20 **Right of Audit.** Each of the parties may audit the records and operations systems of the other party as they pertain to the obligations to be performed pursuant to this Agreement.
- 5.21 Nothing in this Agreement shall restrict Publisher's authority as publisher of the Directories from altering the geographic scope, directory life, headings, content or format of the Directories.

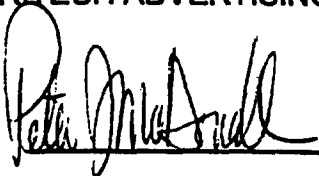
IN WITNESS WHEREOF, and intending to be legally bound hereby, MFS and Ameritech advertising services have caused this Agreement to be duly executed on the date set forth below.

MFS INTELENET, INC.

By: 

Its: Vice President Regulatory Affairs

AMERITECH ADVERTISING SERVICES

By: 

Its: President

EXHIBIT A
LISTING UPDATE INFORMATION

Information	Comments
Company ID	MFSX
CLEC Order Number	MFS order number.
Ameritech Related Number	Ameritech order to associate with MFS order.
Transaction Code	New listing, change, delete, etc. (four digit code).
New Connect Directory	"Y" or "N" to deliver directory immediately.
Completion Date	Date order is effective.
Business/Resident Indicator	"B" or "R"
Record Type	Main/Additional/Caption (M, O, C).
Advance Listing Code	"AVL," if applicable.
Yellow Page Heading Code	Four digit code (business only).
Annual Delivery Quantity	Leave blank if one copy is desired.
Previous Telephone Number	This would only be supplied for new orders.
Referral Telephone Number	This would only be supplied for disconnect orders, if available.
Local Exchange Carrier	Subscriber's former LEC on new order; Subscriber's future LEC on disconnect orders, if available.
Type of Account	Government, school, etc.
List Type	1, 2, 3, 4, 8, A.
Omit From Consumer List	"X" if applicable.
New/Changed Listing Information	Customer name, telephone number, and address.
Current Listing Information	Change order only, used to ensure correct information replaces MFS' current information in the system.
Delivery Information	Complete address for delivery required.

AMERITECH WHITE AND YELLOW PAGE LISTINGS ENTRY INFORMATION

COMPANY ID _____	CLEC ORDER NUMBER _____	AMERITECH RELATED NUMBER _____
TRANSACTION CODE _____	COMPLETION DATE _____	ADVANCE LISTING CODE _____
RECORD TYPE M = MAIN LISTING O = ADDL LISTING C = CAPTION	LOCAL EXCHANGE CARRIER _____	BUSINESS = B RESIDENCE = R INDICATOR _____
ANNUAL DELIVERY QUANTITY _____	PREVIOUS TELEPHONE NUMBER _____	YELLOW PAGE HEADING CODE _____
NEW CONNECT DIRECTORY _____	REFERRAL TELEPHONE NO. _____	STANDARD INDUSTRIAL CODE _____
TYPE OF ACCOUNT (CIRCLE ONE IF APPLICABLE)		
COUNTY _____	CITY _____	U.S. _____ STATE _____ SCHOOL _____

MAIN LISTING INFORMATION

NEW/CHANGED LISTING INFORMATION			CURRENT LISTING INFORMATION		
Telephone No.	List Type:		Telephone No.	List Type:	
Name: _____			Name: _____		
List Address: _____ House No.: _____ Directional: _____			List Address: _____ House No.: _____ Directional: _____		
Street Name: _____ Thoroughfare: _____			Street Name: _____ Thoroughfare: _____		
Community Name: _____		Location: _____ Zip Code: _____	Community Name: _____		Location: _____ Zip Code: _____
Omit Address From Directory _____			Omit Address From Directory _____		
Tel. No. Phrase: _____			Tel. No. Phrase: _____		
Service Address: _____		House No.: _____ Directional: _____	Service Address: _____		House No.: _____ Directional: _____
Street Name: _____		Thoroughfare: _____	Street Name: _____		Thoroughfare: _____
Community Name: _____		Location: _____ Zip Code: _____	Community Name: _____		Location: _____ Zip Code: _____
Omit From Consumer List _____	Omit From Address Directory _____		Omit From Consumer List _____	Omit from Address Directory _____	

BILL INFORMATION (IF DIFFERENT FROM LIST)

Name: _____

Address: _____
 Location (Apt., Etc.): _____
 Zip Code: _____

Number of Foreign/Additional Listing Pages Included: _____

Remarks/File As Info.: _____

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)
AMERITECH MICHIGAN for approval of)
agreements with MFS INTELENET OF)
MICHIGAN, INC., for interconnection of)
their telecommunication networks.)

Case No. U-11098

At the December 20, 1996 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. John G. Strand, Chairman
Hon. John C. Shea, Commissioner
Hon. David A. Svanda, Commissioner

ORDER APPROVING AMENDED INTERCONNECTION AGREEMENTS

On May 28, 1996, Ameritech Michigan filed an application requesting approval of a series of agreements between MFS Intelenet of Michigan, Inc., (MFS) and Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of Ameritech Michigan for interconnection of their telecommunication networks, pursuant to Section 203 of the Michigan Telecommunications Act, as amended, MCL 484.2203; MSA 22.1469(203) (MTA), and the federal Telecommunications Act of 1996, 47 USC 251 et seq. (FTA). The agreements contained operational terms for physical interconnection, unbundled access to Ameritech Michigan's network, physical collocation, number portability, resale, access to data bases, and a variety of other business relationships.

In an order issued August 22, 1996, the Commission found that portions of the agreements between Ameritech Michigan and MFS had to be rejected. Among other things, the Commission found that Section 17.0 of their interconnection agreement, which is related to interconnection and referral of calls to a customer's former number, should be rejected for violation of Rule 34 of the Commission's Quality of Service Standards, 1996 AACCS, R 484.34(1).

The Commission also indicated that the rate established in their directory assistance services agreement for home number plan area directory assistance had to be revised so that the agreement would not violate the MTA requirement that access service rates and charges not exceed the rates allowed for the same interstate services by the Federal Communications Commission (FCC).

The Commission also rejected the listing and directory services agreement from which Ameritech Michigan had redacted certain information. Noting that Section 252 of the FTA included directory listings and directory assistance among services for which an entering local exchange carrier (LEC) has a right to negotiate, the Commission concluded that the complete contract between the parties must be submitted for the Commission's approval and that its terms must be made available on a nondiscriminatory basis to other providers.

On October 8, 1996, Ameritech Michigan filed a motion for approval of amendments to the agreements. In so doing, Ameritech Michigan submitted copies of amendments to the interconnection and directory assistance services agreements. An examination of those documents indicates that Section 17.0 of the original interconnection agreement has been amended to change the period of time for which a referral announcement must be provided to comply with the requirements of Rule 34. The amendment to the interconnection agreement also revises the

provisions of the pricing schedules pertaining to interim number portability. This amendment was negotiated to reflect the FCC's First Report and Order and Further Notice of Proposed Rulemaking which was issued on July 2, 1996.¹ The amended interconnection agreement now provides that each party shall bill the other party for interim number portability at the rate approved by the Commission. The payment of charges for interim number portability shall be deferred until the FCC or the Commission establishes a methodology for recovery of costs to provide interim number portability. Finally, the interconnection agreement provides that any payment resulting therefrom shall be subject to the conditions of applicable FCC and Commission orders.

The directory assistance services agreement was amended to respond to the Commission's finding that the original rates for home-number plan area directory assistance could exceed the rates for the same interstate services set forth in applicable FCC tariffs, contrary to Michigan law. The rates for home number plan area directory assistance were amended to be the lesser of either the applicable rates set forth in FCC Tariff No. 2, Section 9 (or any successor provision), or \$0.26 per occurrence.

In response to the Commission's rejection of its original listing and directory services agreement due to the redaction of certain information, Ameritech Michigan submitted a white pages listing and directory services agreement, as well as a comprehensive listing and directory services agreement that was separately filed under confidential protection pursuant to Section 210 of the MTA. Ameritech Michigan maintains that the white pages listings and directory services agreement should be approved by the Commission. However, Ameritech Michigan

¹First Report and Order, In the Matter of Telephone Number Portability, FCC Docket No. 95-116 (July 2, 1996).

contents that nothing in the comprehensive listing and directory services agreement is covered by the FTA. Accordingly, Ameritech Michigan states that it filed the comprehensive listing and directory services agreement for informational purposes only.

The Commission finds that the interconnection, directory assistance services, and white pages listing and directory services agreements filed on October 8, 1996 should be approved, subject to the addition of two provisions. In its November 26, 1996 order in Cases Nos. U-11151 and U-11152, the Commission rejected Ameritech Michigan's position that its interconnection agreement with AT&T Communications of Michigan, Inc., (AT&T) does not obligate Ameritech Michigan to include information about AT&T's services, including an address and telephone number for customer service, in the informational pages at the beginning of Ameritech Michigan's directories. It was also determined that Ameritech Michigan is required to agree to deliver white pages directories to AT&T's resale customers without additional charge. The Commission remains persuaded that provisions similar to those approved by the Commission's November 26, 1996 order in Cases Nos. U-11151 and U-11152 as well as related pricing information for these services should be incorporated into Ameritech Michigan's publicly available agreements with MFS for the interconnection of their telecommunications networks. Subject to inclusion of these provisions, the Commission finds that the agreements between Ameritech Michigan and MFS should be approved.

The Commission FINDS that:

- a. Jurisdiction is pursuant to 1991 PA 179, as amended by 1995 PA 216, MCL 484.2101 et seq.; MSA 22.1469(101) et seq.; the Communications Act of 1934, as amended by the Telecommunications Act of 1996, 47 USC 151 et seq.; 1969 PA 306, as amended, MCL 24.201